

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the
transfer, other than for security, of the claim referenced in this evidence and notice.

Banca Monte dei Paschi di Siena SPA
Name of Transferee

Unione di Banche Italiane s.c.p.a.
Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim # 56677
Amount of Claim: \$ 45,055,019.52
Date Claim Filed: October 29, 2009

Banca Monte dei Paschi di Siena SPA
Via Rosellini 16
20124 Milan - Italy
Attn: Valeria Viganò
E-mail: bof.amministrazioneestero@banca.mps.it
Phone: 0039 026970 5714
Last Four Digits of Acct #: N/A

Phone:
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):
Phone: Last Four Digits of Acct #: N/A

CLEARSTREAM ACCT 86230

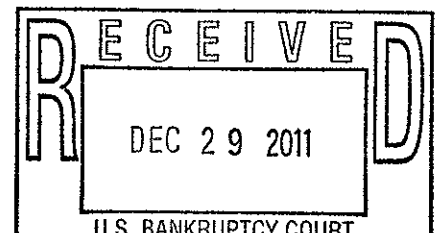
I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief,

By: 

Transferee/Transferee's Agent

Date: 20th December 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. §1152 & 3571.



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM

LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, UNIONE DI BANCHE ITALIANE ("Seller"), acting on behalf of one of its Customer (the "Customer") hereby unconditionally and irrevocably sells, transfers and assigns to MONTE DEI PASCHI DI SIENA S.p.A. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56677 filed by or on behalf of UNIONE DI BANCHE ITALIANE (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No.08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

Transferred ClaimsTransferred Claim

31987334% of \$ 45,055,019.52 (the outstanding amount of the Proof of Claim as of 13th of August 2010)

\$ 14,411.90

Programs Securities to which Transfer Relates

| Program of Security | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Coupon | Maturity | Accrued Amount (as of Proof of Claim Filing Date) |
|---------------------|--------------|----------------------------------|------------------------------|--|------------------------------------|-------------------|---|
| BR TR 14 TV | XS0195431613 | Lehman Brothers Treasury Co. B.V | Lehman Brothers Holding Inc. | USD 20,387,345.70 (EUR 14,407,000.00) | USD 579,547.00 (EUR 409,544.91) | 14th July 2014 | USD 20,966,892.70 (EUR 14,407,000.00) |
| BR TR13 TVCP | XS0176153350 | Lehman Brothers Treasury Co. B.V | Lehman Brothers Holding Inc. | USD 1,740,573.00 (EUR 1,230,000.00) | USD 14,703.14 (EUR 10,390.18) | 10th October 2013 | USD 1,755,276.14 (EUR 1,240,390.18) |

UNIONE DI BANCHE ITALIANE S.p.A.

MONTE DEI PASCHI DI SIENA S.p.A.

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | |
|--------------------------------|---------------------------|
| ----- | x |
| |) |
| In re: |) Chapter 11 |
| |) |
| LEHMAN BROTHERS HOLDINGS, INC. |) Case No. 08-13555 (JMP) |
| |) |
| |) |
| Debtor. |) (Jointly Administered) |
| ----- | x |

**NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: **UNIONE DI BANCHE ITALIANE S.c.p.A. ("Transferor")**
Area Affari Legali e Contenzioso
Piazza V. Veneto, 8
Bergamo, 24121
Italy
Attn Luca Bonzanini

With a copy to:
ALLEN & OVERY
Via Manzoni, 41-43
Milano, 20121
Attn: Craig Byrne

2. Please take notice of the transfer of an undivided interest in the amount of USD 14,411.90 of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 56677 (attached as Exhibit A hereto), to:

Banca Monte dei Paschi di Siena S.p.A. ("Transferee")
Attn: Mrs. Doriana Fragnelli

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee at the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green